proofs of loss. *Allen* v. *Phoenix Assurance Co.* (1907), — Idaho —, 88 Pac. Rep. 245.

"Every interest in property or any relation thereto, or liability in respect thereof, of such a nature that a contemplated peril might directly damnify the insurer is an insurable interest." Calif. Civ. Code. "A man is interested in a thing to whom an advantage may arise or prejudice happen from the circumstances which may attend it, and whom it importeth that its condition as to safety or other quality should continue." JUSTICE LAWRENCE, in *Lucena* v. *Crawford,* 2 Bos. & P. N. R. 269. From the definitions above given and which are quoted authoritatively, plaintiff had an insurable interest. Letting a tenant into possession of property under an agreement to rent the same for five years and then buy it, is not, prior to the expiration of the five years, a violation of the condition of the policy making it void in case of transfer of title or possession of the property. *Smith* v. *Ins. Co.,* 91 Calif. 323. A naked legal outstanding title will not deprive the insured of an insurable interest. *Ins. Co.* v. *Bowdre,* 67 Miss. 620. That the transfer of the policy as mere collateral was not such as to deprive plaintiff of his rights, see, *Ins. Co. of Penn.* v. *Phoenix Ins. Co.,* 71 Penn. 31; *Ellis* v. *Kreutzinger,* 27 Mo. 311; *True* v. *Ins. Co.,* 26 Fed. 83; the following is from *Whiting* v. *Burkhardt,* 178 Mass. 535, "What J. did by assigning his right, title and interest in this policy, was not to assign the policy, but to assign to another his right to receive the proceeds, if any, under it; the policy remained after the assignment as before, the policy of G. and B." A long line of authority is to the effect that when the insurer denies liability upon other grounds than failure to furnish proof, then the production of the proofs is waived. *Ins. Co.* v. *Crandall,* 33 Ala. 9; *Ins. Co.* v. *Ruckman,* 127 Ill. 364; *McBride* v. *Ins. Co.,* 30 Wis. 562; *Donahue* v. *Ins. Co.,* 56 Vt. 382; *O'Brien* v. *Ins. Co.,* 52 Mich. 131; *Carroll* v. *Ins. Co.,* 72 Calif. 297.

MECHANIC'S LIEN—MATERIALS FURNISHED BUT NOT USED.—The plaintiff in this case furnished certain plumbing materials which the defendant had ordered for the purpose of placing in its building. A part of the materials was used, but the remainder was not used, at the instance of the defendant and without any acquiescence on the part of the plaintiff. *Held,* that in order to acquire a lien for materials furnished they must actually have been used in the construction of the building. *Manatee Light & Traction Co.* v. *Tampa Plumbing & Supply Co.* (1906), — Fla. —, 42 So. Rep. 703.

This case decides for the first time in the State of Florida the question involved. There are two distinct lines of authority on this proposition, and it is almost impossible to tell with which the weight lies. One line of cases holds that the statute requires that the materials be actually incorporated into the building and no lien will be allowed for materials furnished if not so used. This is regardless of whether or not the material man had anything to say as to their use or not. See, *Lee* v. *King,* 99 Ala. 246; *McAnally* v. *Hawkins Lumber Co.,* 109 Ala. 397; *Silvester* v. *Coe Quartz Mining Co.,* 80 Cal. 510, 22 Pac. 217; *Chapin* v. *Persse etc. Paper Works,* 30 Conn. 461, 79 Am. Dec. 263; *Alderman* v. *Hartford etc. Transp. Co.,* 66 Conn. 47; *Hunter*

v. *Blanchard,* 18 Ill. 318, 68 Am. Dec. 547; *Chicago Artesian Well Co.* v. *Corey,* 60 Ill. 73; *Compound Lumber Co.* v. *Murphy,* 169 Ill. 343, 48 N. E. 472; *Clark* v. *Huey,* 12 Ind. App. 224; *Leeper* v. *Myers,* 10 Ind. App. 314; *Minnich* v. *Darling,* 8 Ind. App. 539; *Jones* v. *Hall,* 9 Ind. App. 458; *McGarry* v. *Averill,* 50 Kan. 362, 34 Am. St. Rep. 120; *Delahay* v. *Goldie,* 17 Kan. 263; *Hill* v. *Bowers,* 45 Kan. 592; *Consolidated Engineering Co.* v. *Town of Crowley,* 30 So. 222, 105 La. 615; *Perkins* v. *Pike,* 42 Me. 141, 66 Am. Dec. 267; *Taggard* v. *Buckmore,* 42 Me. 77; *Deardorff* v. *Everhartt,* 74 Mo. 37; *Western Brass Mnfg. Co.* v. *Meppam,* 64 Mo. App. 50, 2 Mo. App. Rep. 929; *Simmons* v. *Carrier,* 60 Mo. 581; *Missoula Mercantile Co.* v. *Odonnell,* 34 Mont. 65, id. 75; *Phoenix Iron Co.* v. *Vessels etc.,* 43 Hun (N. Y.) 429; *Goodrich* v. *Gillies,* 62 Hun. (N. Y.) 479; *Lanier* v. *Bell,* 81 N. Car. 337; *Allen* v. *Elwert,* 29 Oreg., 428; *Murphy* v. *Fleetford,* 30 Tex. Civ. App. 487, 70 S. W. 989; *Hinckley & Egery Iron Co.* v. *James,* 51 Vt. 240. On the other hand there is an equally long line of decisions holding squarely the other way. These decisions are based upon a more liberal view of the statute holding that the material man should not be robbed of his lien at the whim of a contractor or owner to whom he has furnished materials. Especially would this doctrine seem reasonable where the materials were furnished to the owner himself and by him appropriated to some other use than that for which they were furnished. See, *Central Trust Co.* v. *Chicago etc. R. Co.,* 54 Fed. Rep. 598 (Mo.); *Tennis Bros. Co.* v. *Wetzel & T. Ry. Co.,* 140 Fed. 193 (W. Va.); *Small* v. *Foley,* 8 Colo. App. 435; *Neilson* v. *Iowa Eastern R. Co.,* 51 Iowa 714; *Lee* v. *Hoyt,* 101 Iowa 101; *Hobson Bros.* v. *Townsend,* 126 Iowa 453, 102 N. W. 413; *Frudden Lumber Co.* v. *Kinnan,* 117 Ia. 93, 90 N. W. 515; *Greenway* v. *Turner,* 4 Md. 296; *Maryland Brick Co.* v. *Dunkerly,* 85 Md. 199; *Hickey* v. *Collom,* 47 Minn. 565; *Burns* v. *Sewell,* 48 Minn. 425; *Morris County Bank* v. *Rockaway Mfg. Co.,* 14 N. J. Eq. 189; *Stewart Chute Lumber Co.* v. *Missouri Pac. R. Co.* 28 Neb. 39; *Beckel* v. *Petticrew,* 6 Ohio St. 247; *Linden Steel Co.* v. *Rough Run Mfg. Co.,* 159 Pa. St. 238, 33 W. N. C. (Pa.) 244; *Wallace* v. *Melchoir,* 2 Browne (Pa.) 104; *In re Olympic Theater,* 2 Browne 275; *Odd Fellows Hall* v. *Masser,* 24 Pa. (12 Harris) 507, 64 Am. Dec. 675; *Basch* v. *Saner,* 1 Penny (Pa.) 22; *Daniel* v. *Weaver,* 5 Lea (Tenn.) 392; *Jonte* v. *Gill* (Tenn. Ch.) 39 S. W. Rep. 750; *Trammell* v. *Mount,* 68 Tex. 210; *Esslinger* v. *Huebner,* 22 Wis. 602; *Huttig Bros. Mfg. Co.* v. *Denny Hotel Co.,* 6 Wash. 122.

MUNICIPAL CORPORATIONS—PATENTED PAVEMENT—COMPETITION.—Siegel et al. filed objections to the approval by the County Court of Cook County of a special assessment for the cost of a street improvement on the ground that the ordinance under which the improvement was contracted for was invalid because it required the use of "Warren's Bitulithic Pavement," a pavement made under patents in the control of one firm. *Held,* that inasmuch as the statute of Illinois requires contracts for public improvements which are to be paid by special assessment to be let to the lowest bidder, the ordinance was invalid. *Siegel et al.* v. *City of Chicago* (1906), — Ill. —, 79 N. E. Rep. 280.

The ordinance in question was held invalid on the ground that where a